

# County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020 (213) 351-5602

**ADOPTED** 

Board of Supervisors

MARK RIDLEY-THOMAS Second District

HILDA L. SOLIS First District

SHEILA KUEHL

Third District DON KNABE Fourth District MICHAEL D. ANTONOVICH

Fifth District

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

20 January 6, 2015

PATRICK OFFICER
ACTING EXECUTIVE OFFICER

January 06, 2015

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

**Dear Supervisors:** 

# AUTHORIZATION FOR APPROVAL OF AGREEMENT WITH CASEY FAMILY PROGRAMS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

#### **SUBJECT**

Approve and execute the attached agreement with Casey Family Programs (CFP) for the Child Welfare Initiative in order to provide services to children, youth, young adults and families and delegate authority to the Director of the Department of Children and Family Services (DCFS) and the Chief Probation Office, or their designees, to execute future amendments to the agreement. This agreement is effective January 6, 2015 through December 31, 2017.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Authorize the Mayor of the Board to execute the attached agreement with Casey Family Programs for the Child Welfare Initiative Agreement and for services to children, youth, young adults and families (Attachment 1). This agreement will be effective from the date of execution through December 31, 2017.
- 2. Delegate authority to the director of DCFS and the Chief Probation Officer, or their designees, to execute amendments and extensions to the agreement with CFP that are necessary to comply with federal, State, or County requirements.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In a motion made on August 8, 2006, the Board instructed DCFS and Probation to work with Casey Family Programs on the Title IV-E Child Welfare Waiver (Waiver) implementation and data collection and analysis.

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On June 26, 2007, the Board approved the first Agreement with CFP and the acceptance of funds from CFP totaling \$1 million for Calendar Year (CY) 2007 to fund three project management staff positions each in DCFS and Probation to support the Waiver.

On December 11, 2012, your Board approved a new Agreement with CFP and the acceptance of funds from CFP totaling \$291,534 for calendar year 2012 to continue to fund three management staff positions in the Probation Department to oversee the Waiver.

The purpose of the recommended actions is to approve a new Agreement with CFP that will allow DCFS and Probation to continue to accept consultation and technical services from CFP at no cost to the County. By moving forward and participating in the Waiver, Los Angeles County has the opportunity to continue making critical changes in the manner in which child welfare services are provided to children and families in the County. This is an excellent opportunity to test the advantages of a capped allocation strategy with increased flexibility in the use of Title IV-E funds by implementing a redesign of child welfare strategies at the organization, process and service delivery levels.

Without approval of the recommended actions, the County will not receive consultation services and technical support from CFP for DCFS and Probation to facilitate necessary operations and track outcomes under the Waiver.

## **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the Countywide Strategic Plan Goal, Goals 2 (Fiscal Sustainability) and 3 (Integrated Service Delivery). These goals will be accomplished by improving the array of services and supports available to children, youth, young adults and families involved in the child welfare and juvenile probation systems; engaging families through a more individualized casework approach that emphasizes family involvement; increasing child safety without an overreliance on out-of-home care; improving permanency outcomes and timelines; improving child and family well-being and decreasing recidivism and delinquency for youth on Probation.

### FISCAL IMPACT/FINANCING

There is no Net County Cost impact.

# **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The essential terms of the Waiver provide that for a period of five years, the State and federal share of foster care funds will be made available to the County to finance structural, process and job improvements, including new programs and services, based on the estimated expenditures negotiated in the Waiver. The County's project plan includes expected outcomes, specific activities, timelines and commits to using Title IV-E funds in a manner that is cost neutral to the State and federal governments.

Under the CFP Agreement, CFP will continue to provide consultation services and technical support to DCFS and Probation at no cost to the County. The Agreement was prepared by CFP in consultation with DCFS and Probation. This is not a County contract for services and does not include County required provisions for contracts between the County and contractors, including Quality Assurance, the GAIN/GROW program participants or County employee hiring provisions. Additionally, the Agreement does not contain governing laws, jurisdiction, and venue provisions stating that the Agreement will be interpreted under the laws of the State of California and Los

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Angeles County shall be the venue of any ensuing litigation related to the Agreement.

The Interim CEO concurs with the requested action. The Interim CEO and County Counsel have reviewed and approved this Board Letter for filing.

#### **CONTRACTING PROCESS**

Since the attached Agreement with CFP does not involve any costs to the County, normal contracting processes are not required.

# <u>IMPACT ON CURRENT SERVICES (OR PROJECTS)</u>

There is no negative impact on current services.

#### CONCLUSION

Upon approval and execution by the Board of Supervisors, it is requested that the Acting Executive Officer/Clerk of the Board sign the five included signature pages, retain one copy for recordkeeping, and send the four signed Agreements and an adopted copy of the Board Letter to the Department of Children and Family Services at the address listed below in order to obtain the final signature from CFP. Upon final completion of all necessary signatures on the Agreement an original copy of the Agreement with all original signatures will be returned to the Acting Executive Officer/Clerk of the Board for recordkeeping purposes and an adopted copy of the Board Letter will be sent to each of the following:

- Department of Children and Family Services Alan Weisbart, CSA II
   Shatto Place, Room 600 Los Angeles, CA 90020 weisba@dcfs.lacounty.gov
- Probation Department
   Attn: Margarita Perez
   9150 East Imperial Highway
   Downey, CA 90242
   Margarita.Perez@probation.lacounty.gov

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P. Browning J

Respectfully submitted,

PHILIP L. BROWNING

Director

JERRY E. POWERS
Chief Probation Officer

PLB:JEP:AW:aw

**Enclosures** 

c: Interim Chief Executive Officer County Counsel



# CASEY FAMILY PROGRAMS AND COUNTY OF LOS ANGELES

# CHILD WELFARE INITIATIVE AGREEMENT AND AGREEMENT FOR SERVICES TO CHILDREN, YOUTH, YOUNG ADULTS AND FAMILIES

THIS CHILD WELFARE INITIATIVE AGREEMENT AND AGREEMENT FOR SERVICES TO CHILDREN, YOUTH, YOUNG ADULTS AND FAMILIES (Agreement) is entered into as of January 1, 2015 (Effective Date), by and between the County of Los Angeles, through its Department of Children and Family Services (DCFS) and Department of Probation (Probation) and Casey Family Programs (CFP). CFP, DCFS, and Probation are sometimes referred to individually as a Party and collectively as the Parties. This Agreement replaces any prior Child Welfare Initiative Agreement, or Memorandum of Understanding between the Parties, and any such agreement is hereby canceled or terminated as of the Effective Date.

CFP is a nationally accredited Washington nonprofit corporation, whose mission is to provide, improve, and ultimately to prevent the need for foster care. CFP engages states, counties and tribes in child welfare initiatives to: (1) safely reduce the number of youth in foster care in this country; (2) support more effective reinvestments in children and families; (3) demonstrate how every child can have a safe and permanent family; and (4) encourage a shared vision to improve the long-term safety and success of children and families (collectively, the 2020 Goals).

DCFS is a governmental agency responsible for providing services to children and youth in Los Angeles County who are at risk of or who are the victims of abuse or neglect. To this end, DCFS provides prevention, family maintenance, family reunification and other permanency planning services. Los Angeles County has historically had the largest population nationwide of foster children. Through a number of innovative reforms, DCFS has improved outcome for children and youth in the areas of safety and permanency.

The County of Los Angeles Probation Department (Probation) is a governmental agency responsible for investigating, supervising and providing services to troubled youth on the delinquency side. In particular, foster youth on probation are eligible for independent living services designed to help youth up to age 21 who are in, or have aged out of, probation custody successfully transition to Independent Living.

Continuing their long-term collaboration and partnership, the Parties desire to work together under the terms and conditions set forth in this Agreement, in order to advance their mutual goal to improve outcomes for youth and families in Los Angeles County.

CFP shall work with DCFS and Probation on the child welfare initiative, and shall provide services to children, youth, young adult and families, as described in Parts I and II below, respectively. The Agreement is divided into three parts: (a) Part I describes the terms and conditions governing the Child Welfare Initiative and Strategy Plan; (b) Part II includes the terms and conditions for the services to children, youth, young adult and families described in the Services Plan; and (c) Part III sets forth the terms and conditions for all work, services and activities performed under this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

#### PART I. CHILD WELFARE INITIATIVE

- 1. Child Welfare Initiative. During the Term of this Agreement, the Parties shall work together to identify, implement and assess practices that meet the Parties' mutual goals (Child Welfare Initiative). In furtherance of their Child Welfare Initiative, the Parties shall work together on designated initiative strategies (each, an Initiative Strategy) and corresponding work efforts.
- 2. Initiative Management and Documentation.
- 2.1 Child Welfare Initiative Lead Responsibility. The Initiative Leads referenced in Sections 3.1 and 4.1 below shall be responsible for coordination of all Child Welfare Initiative work efforts, communications and documentation. The Initiative Leads will meet regularly to provide ongoing planning and management for each Initiative Strategy, with responsibility to: (1) mutually develop Initiative Strategies and detailed work efforts, timelines, deliverables and budgets (Work Efforts); (2) document the Child Welfare Initiative as set forth in Section 2.2 below; (3) oversee implementation of the Initiative Strategies and Work Efforts to ensure they are on target; (4) use data to evaluate progress and effectiveness of the Initiative Strategies; (5) develop effective internal and external communications plans; and (6) agree upon Initiative Strategies and Work Efforts for the next year by no later than November 1 of each year.
- **2.2 Documentation.** The Initiative Leads shall document the Child Welfare Initiative as follows:
  - **2.2.1 Strategy Plan.** The Parties shall develop a plan, in writing, detailing the Initiative Strategies, corresponding projects, desired outcomes, any CFP Funds, and a payment and reporting schedule (Strategy Plan). The Strategy Plan is attached hereto as Attachment 1.
  - 2.2.2 Work Plan. Throughout the Term of the Agreement, and to facilitate communication, coordination, planning and progress, the Initiative Leads shall document the detailed Work Efforts for the Initiative Strategies (Work Plan). The Work Plan shall be completed in a form provided by CFP and shall be a living document that details the Work Efforts as those particulars are agreed upon and completed by the Parties during the Term of the Agreement. The Work Plan shall be regularly shared between, and reviewed and updated by the Parties.
  - **2.2.3** Quarterly Progress Reports. On a quarterly basis, the Parties shall evaluate and document the progress and impact of the Initiative Strategies and Work Efforts, and identify any barriers or recommended changes by jointly completing a form provided by CFP.
  - **2.2.4 Annual Summary**. At the end of each year, the Parties shall summarize and analyze the Child Welfare Initiative efforts.
- **2.3** Other Initiative Strategies. The Parties may decide to modify the Strategy Plan or develop other Initiative Strategies that advance their mutual objectives and the Child Welfare Initiative. Such amendments to Strategy Plans or additions of other Initiative Strategies will be described and incorporated into this Agreement by an amendment.

#### 3. DCFS and Probation Responsibilities.

- **3.1 Staffing**. In addition to ongoing management provided by a leads identified by DCFS (DCFS Initiative Lead) and Probation (Probation Initiative Lead), DCFS and Probation staff shall work with CFP to support, implement and evaluate the Child Welfare Initiative.
- **3.2** Resources and Funding. DCFS and Probation shall contribute resources to support the Initiative Strategies. DCFS and Probation have funds allocated by the legislature for staffing that will support all of the objectives of the Child Welfare Initiative.
- 3.3 Data Sharing and Evaluation. DCFS and Probation will provide CFP with AFCARS and NCANDS data files in the form and according to the schedule such files are submitted to the Administration for Children and Families. AFCARS and NCANDS data shall be submitted to CFP through CFP's secure data portal. Additional data may be required by CFP if additional outcomes are required to track Initiative Strategies or to support additional analyses by CFP in support of the work. Non-public data will be considered confidential and will not be distributed outside of CFP without prior written approval from DCFS and Probation, except as may be required by law.
- **3.4 Technical Assistance.** DCFS and Probation shall provide or procure technical assistance to support the Initiative Strategies. If appropriate, DCFS and Probation may provide training and share identified best practices, resource materials and tools with CFP.
- **3.5 Shared Learning Opportunities.** As appropriate, DCFS and Probation may invite CFP to participate in joint learning sessions, convening and other meetings held or sponsored by DCFS and Probation to inform strategies in support the Initiative Strategies and other areas of mutual interest.
- 3.6 Decision Making Responsibility. DCFS and Probation acknowledge and affirm that they retain sole control and responsibility for all decisions that are made with respect to any youth who are within its care, custody or control. Through this Child Welfare Initiative, CFP and its contractors make recommendations only and do not promise or guarantee any particular result. Any actions taken by DCFS and/or Probation or results that occur related to recommendations by CFP or its contractors shall be the sole responsibility and acted upon in the sole discretion of DCFS and/or Probation. CFP shall not have any liability, monetary or otherwise, to DCFS and/or Probation or any other person or entity for any such actions or results.

#### 4. CFP Responsibilities.

- **4.1 Staffing**. In addition to ongoing management provided by a CFP Strategic Consultant (CFP Initiative Lead), CFP staff shall work with DCFS to support, implement and evaluate the Child Welfare Initiative.
- **4.2 Funding.** CFP may make payments to DCFS and Probation to defray costs associated with the Child Welfare Initiative (CFP Funds). Payment of CFP Funds shall be made according to the payment schedule detailed in the Strategy Plan, and is conditioned upon CFP's review and approval of quarterly progress reports.
- 4.3 Data Sharing and Evaluation. CFP will continuously evaluate Initiative Strategies and Work Efforts to improve youth and family outcomes in the areas of safety, permanency and well-being, and will share outcome data and collaboratively measure the impact of shared work. CFP will provide a secure data portal through which DCFS and Probation shall submit ACFARS and NCANDS data. CFP will conduct analyses of this data in support of the work. CFP will treat the data as confidential and will not distribute it outside of CFP without prior written approval from DCFS or Probation, except as may be required by law. CFP will cooperate and facilitate access to any non-identifying data that assists DCFS with the evaluation of the Initiative Strategies.

- **4.4 Technical Assistance.** CFP shall provide or procure technical assistance to support the Initiative Strategies. CFP may provide training and share identified best practices, resource materials and tools with DCFS, Probation and others in Los Angeles County.
- **4.5 Shared Learning Opportunities.** As appropriate, CFP may invite DCFS or Probation to participate in joint learning sessions, convening and other meetings held or sponsored by CFP to inform strategies in support the Initiative Strategies and other areas of mutual interest.

#### PART II. SERVICES TO CHILDREN, YOUTH, YOUNG ADULTS AND FAMILIES

1. Services Plan. During the Term of this Agreement, the Parties shall work together to provide the following direct Services in Los Angeles County: (a) Out-of-Home Permanency Services, (b) In-Home Prevention Services, (c) Young Adult Transition Services, and (d) Consultation Services.

#### 2. Services Management and Documentation

**2.1 Management and Administration.** The Senior Director of the LA County Field Office (CFP Services Lead) is responsible for the overall administration and operations of the Services in this Agreement and is the primary contact for DCFS. CFP Services Lead shall meet regularly with the DCFS Operations Leadership team, and CFP staff shall meet regularly with designated DCFS managers regarding the work outlined in this agreement. Both venues assist in keeping the Parties apprised of issues and progress pertaining to the direct Services. The DCFS Director has the primary responsibility for insuring that the Services Plan is implemented as outlined and that aspects of the work are delegated to Deputy Directors and DCFS Program Managers as needed.

#### 2.2 Documentation.

- **2.2.1. Services Plan.** The Parties shall draft a plan of Services (Services Plan). The Services Plan shall detail the Services to be performed, decision making responsibility, and any applicable payment or reimbursement of funds. The Services Plan is attached hereto as Attachment 2 and is hereby incorporated into this Agreement. Changes to the Services Plan shall be documented and through amendments signed by the Parties, incorporating them into this Agreement.
- **2.2.2 Quarterly Reports.** On a quarterly basis throughout the Term of this Agreement, CFP and DCS will prepare reports on the status of the Services Plan. The reports shall include project progress; activities and results; general assessment; problems/obstacles; and planned activities for next reporting period.
- **2.2.2. Year-End Report.** At the end of each year, CFP and DCS shall summarize and analyze the Services, outcomes, and recommendations in a written report.
- **2.3** Additional Services. The Parties may amend Services Plan to add or modify Services through a written amendment to this Agreement signed by the Parties.

#### PART III. TERMS & CONDITIONS OF THE AGREEMENT

#### 1. Use of CFP Funds.

- 1.1 Compliance with Agreement. CFP Funds shall be used solely in accordance with the terms and conditions of, and for the purposes set forth in this Agreement. CFP Funds may not be expended for any other purpose without CFP's prior written approval.
- 1.2 Compliance with Law. CFP Funds shall be used exclusively for such exempt purposes as are described in Section 501(c)(3) of the Internal Revenue Code, and otherwise in compliance with all applicable laws and regulations. Los Angeles County shall not use CFP Funds to engage in any activity in furtherance of any Initiative Strategy or Services that jeopardizes CFP's tax status as a private operating foundation. In particular, no CFP Funds shall be used: to carry on propaganda, to attempt to influence legislation, to participate in any political campaign on behalf of or in opposition of any candidate for public office, to make grants to individuals on a non-objective basis, or for any non-charitable or non-educational purpose.
- 1.3 Return of CFP Funds. At the end of each year of the Term, Los Angeles County shall immediately return to CFP any CFP Funds not expended during the applicable calendar year for the purposes of achieving the Initiative Strategies or Services described in Attachment 1 and 2, and later described through any subsequent amendments to the Agreement.
- 1.4 Records, Review and Audit. Los Angeles County (DCFS and Probation) must identify CFP Funds on its books, for ease of reference and verification. DCFS and Probation shall keep records of all receipts and expenditures arising under this Agreement, as well as copies of reports submitted to CFP, for at least four (4) years following expiration of the Term. Upon written request and reasonable notice by CFP, DCFS and Probation will permit CFP, its agents or representatives, to visit DCFS and Probation's premises, review DCFS and Probations Initiative Strategies, Services, work efforts, and activities and conduct, at CFP's own expense, an independent financial and/or programmatic evaluation or audit of the expenditures of CFP Funds. This Section shall survive the termination of the Agreement.
- 2. Confidential Information. In connection with the Agreement, the Parties may share proprietary information and/or confidential information or materials regarding children, youth or families relevant to facilitate the Initiative Strategies and Services, including but not limited to names, addresses, physical and mental health data, family history and like information (collectively, Confidential Information). Each Party warrants and agrees that (a) it will be bound and abide by the confidentiality requirements as provided by applicable statues, rules and regulations, and (b) prior to sharing such Confidential Information, (i) disclosure of such information is required and/or authorized by law and/or (ii) the Party has obtained the appropriate consent of the adult or minor and/or his/her legal representative to share such Confidential Information.
- 3. Personnel. The Parties acknowledge that access to the Confidential Information of, and interaction with any children, youth or families who participate or are otherwise involved in the Initiative Strategies and Services (Participants) requires discretion and sensitivity. Each Party represents and warrants that its personnel or contractors who have such access or interaction have been screened through appropriate background checks and have no history to suggest that it would be potentially dangerous, harmful or otherwise inappropriate for such personnel to assume the assigned responsibilities.
- **4. Nondiscrimination Policy.** No person shall be denied benefits or be discriminated against as a Participant on the grounds of race, color, religion, sex, disability, national origin, citizenship, sexual orientation, marital status, political affiliation or belief. In compliance with the Department of Labor, regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified

disabled individual shall be discriminated against in the admission or access to, treatment or participation in any Initiative Strategy activity.

#### 5. Materials.

- 5.1 Previously Created Works. The Parties acknowledge that to the extent either Party has previously created written or otherwise documented work product prior to this Agreement (Works), or contributes Works for use in the Initiative Strategies and Services that are subject to intellectual property rights, including copyrights, trademarks, and moral rights (IP Rights), that Party shall hold and retain its IP Rights to those Works. Each Party agrees to consider a request from the other Party to grant a license to use those Works solely for non-commercial purposes consistent with and subject to the provisions of this Agreement. Any such grant shall be memorialized in a Schedule to this Agreement or in a separate agreement between the Parties.
- **5.2 Materials.** In furtherance of the Child Welfare Initiative and Services, the Parties may produce materials, including but not limited to research instruments, published reports, or papers (Initiative Materials). The Parties shall agree on what Materials are published, and the final format and distribution of the Materials.

#### 6. Use of CFP Name.

- **6.1** Los Angeles County Materials. Los Angeles County government agencies shall not include CFP's name in its written materials unless CFP has given its prior written approval, which they shall request in writing.
- **6.2** Additional Applications. Los Angeles County may seek funding for any of the Initiative Strategies or other of its Services through grants by other entities. CFP's name shall not be used in support of any grant proposal or application without CFP's review and written approval prior to its submission.

#### 7. Term and Termination.

- **7.1 Term.** This Agreement shall commence upon the Effective Date and shall continue until December 31, 2017 (Term), unless sooner terminated or amended by agreement of the Parties.
- **7.2 Termination.** Notwithstanding the Term, any Party may terminate its participation in any single Initiative Strategy, Work Effort, Service or the Agreement in total at any time during the Term by giving thirty (30) days' written notice to the other Party. Upon notice of termination of the Agreement or an Initiative Strategy, Work Effort(s), or Service(s), any obligation of CFP to provide CFP Funds in support of the Agreement or toward the terminated Initiative Strategy, Work Effort(s), or Service(s) shall terminate.

#### 8. General Terms.

**8.1 Indemnification.** CFP shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CFP's acts and/or omissions arising from and/or relating to this Agreement.

County shall indemnify, defend and hold harmless CFP, its directors, officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with County's acts and/or omissions arising from and/or relating to this Agreement.

#### 8.1.1 General Provisions for All Insurance Coverage

Without limiting CFP's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, CFP shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.1.2 and 8.2 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CFP pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the CFP for liabilities which may arise from or relate to this Agreement.

### 8.1.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the CFP's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- At County's written request, CFP shall provide County with copies of Renewal Certificates.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of CFP as identified in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CFP, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles Bureau of Strategic Management Attn: Alan Weisbart 425 Shatto Place, Room 602 Los Angeles CA 90020

CFP also shall promptly report to County any injury or property damage accident or incident, including any injury to a CFP employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to CFP. CFP also shall promptly notify County of any third party claim or suit filed against CFP or any of its Sub-Contractors which

arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against CFP and/or County.

#### 8.1.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under CFP's General Liability policy with respect to liability arising out of CFP's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CFP's acts or omissions, whether such liability is attributable to the Agreement or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### 8.1.4 Cancellation of Insurance

CFP shall provide County with, or CFP's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### 8.1.5 Failure to Maintain Insurance

CFP's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to CFP, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from CFP resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to CFP, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### 8.1.6 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### 8.1.7 CFP's Insurance Shall Be Primary

CFP's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to CFP. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CFP coverage.

#### 8.1.8 Waivers of Subrogation

To the fullest extent permitted by law, CFP hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. CFP shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### 8.1.9 Service Provider Insurance Coverage Requirements

CFP shall be responsible for verifying a third party providing services to CFP in support of this Agreement (a) has sufficient insurance coverage or is appropriately self-insured for comprehensive general liability, professional liability, and property coverage, and (b) will address and respond to any and all claims, costs, attorneys' fees, or other expenses that arise as a result of any acts or omissions by the third party service provider done in furtherance of its agreement with CFP.

#### 8.1.10 Deductibles and Self-Insured Retentions (SIRs)

CFP's policies shall not obligate the County to pay any portion of any CFP deductible or SIR. The County retains the right to require CFP to reduce or eliminate policy deductibles and SIRs as respects the County.

#### 8.1.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. CFP understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

#### 8.1.12 Application of Excess Liability Coverage

CFPs may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### 8.1.13 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

## 8.1.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, CFP use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### 8.1.15 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures

**8.2 Insurance Requirements**. Each Party shall carry the following insurance. The County may utilize self-insurance, commercial insurance or any combination thereof, to satisfy these coverage requirements.

#### 8.2.1 Commercial General Liability

Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the other Party and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

#### 8.2.2 Automobile Liability

Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CFP's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

#### 8.2.3 Workers Compensation and Employers' Liability

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If applicable to CFP's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### 8.2.4 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

#### 8.2.5 Professional Liability/Errors and Omissions

Insurance covering CFP's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CFP understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

#### 8.2.6 Property Coverage

CFPs given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on CFP's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value

- 8.3 Background and Security Investigation. For the safety and welfare of the children to be served under this Agreement, at any time prior to or during term of this Agreement, the County may require that all CFP staff who may come into contact with children in the course of their work under this Agreement, undergo and pass, to the satisfaction of County, a background investigation. County shall use its discretion in determining the method of background clearance to be used, up to and including a County-performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of CFP, regardless if CFP staff passes or fails the background clearance investigation. If a member of CFP's staff does not pass the background investigation, County may request that the member of CFP's staff be immediately removed from performing Services under the Agreement at any time during the term of the Agreement.
- **8.4** Entire Agreement; Modification. This document, including all attachments, contains the terms and conditions that govern the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements and prior agreements are merged into and superseded by this Agreement. This terms and conditions of this Agreement may only be modified by a written agreement of the parties signed by an authorized representative of each Party.
- **8.5 No Third Party Beneficiaries** Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person or entity, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the Parties to this Agreement.
- **8.6 No Interpretation against Drafter.** The terms and conditions of this Agreement were negotiated by Parties of equal bargaining strength and any rule that ambiguities are to be construed against the drafter shall not apply.
- **8.7 Assignment.** Neither Party may assign its rights or obligations hereunder, whether by written agreement, operation of law or in any other manner whatsoever, not expressly assignable under the terms of this Agreement without the other Party's prior written consent, which consent shall not be unreasonably withheld.
- **8.8 Counterparts.** For the convenience of the Parties, this Agreement may be executed, delivered and received in counterpart originals, including by means of facsimile or email transmission, and such counterparts, taken together, shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

#### **CASEY FAMILY PROGRAMS**

#### **COUNTY OF LOS ANGELES**

By:	By:
William C. Bell, Ph.D.	Michael D. Antonovich
President & CEO	Mayor, Board of Supervisors
Date:	Date:

#### **Notice Address:**

Casey Family Programs 2001 8th Ave., Suite 2700 Seattle, WA 98121

Attn: Kathleen Cochran, Project Manager

Telephone: 206-282-7300 x 13386

Fax: 877-265-1014

Email: KCochran@casey.org

#### **Notice Address:**

County of Los Angeles Department of Children and Family Services 501 Shatto Place Los Angeles, CA 90020 Attn: Alan Weisbart

Office of Chief Deputy Director Telephone: (213) 351-5740 E-mail: weisba@dcfs.lacounty.gov

Los Angeles County Department of Probation 9150 E Imperial Highway Downey, CA 90242 Attn: Margarita Perez Telephone: 562-940-2511

Margarita.Perez@probation.lacounty.gov

### CASEY FAMILY PROGRAMS AND COUNTY OF LOS ANGELES

# CHILD WELFARE INITIATIVE AGREEMENT AND AGREEMENT FOR SERVICES TO CHILDREN, YOUTH, YOUNG ADULTS AND FAMILIES

### **ATTACHMENT 1 - STRATEGY PLAN**

Pursuant to Parts I and III of this Agreement, the Parties will undertake the following Strategies:

Strategy	ISTRATEGY DESCRIPTION	Strategy Budget	Project	Description
Data and Research to support practice and policy reforms  Outcome Decrease number of children in foster care	Use of data and evidence to improve child welfare practice and policy by building use of Evidence-Based Practice and increasing data capacity.	\$0.00	Data to promote practice reforms  Detail  Data to Inform Practice	Support data capacity-building and data analysis best practices, focusing on accountability and data-driven outcomes-focused approaches.  Promote and support an evidence-based and outcomes-focused approach to child welfare system development and organizational improvement in order to build consensus on appropriate models of reform, the respective roles and responsibilities of public and private agencies, and to provide input on areas on which the child welfare policy and evaluation fields should focus.

Strategy	Strategy Description	Strategy Budget	Project	Description
Finance Reform and Reinvestment  Outcome Decreased entries	Educate federal, state and local policy makers regarding existing financing barriers and flexible funding strategies that can contribute to positive outcomes for children and families.	\$0.00	Title IV-E waivers - Implementation and evaluation  Detail  Title IV-E Waiver Demonstration Project	Assist local/state jurisdictions with implementation of their waiver plan, and evaluation of the implementation, and reporting on results and outcomes. Provide ongoing education to federal and state leaders and policymakers on the role of waiver demonstrations in improving child outcomes.
Judicial Engagement to increase safe reduction in expediting permanency  Outcome Decrease number of children in foster care	Support engagement of judicial officers, court administrators, Court Improvement Program leadership, and attorneys, guardians ad litem, and CASAs to reduce entries and expedite exits to permanency through data-driven strategies, collaboration across branches, and implementation of effective practices.	\$0.00	Effective judicial practices to improve well-being and timely permanency  Detail  Judicial Engagement	Educate and support implementation for judicial officers, court administrators, CIP leadership of effective practices for achieving timely permanency and improving well-being outcomes. Includes support for specialty courts. Support judicial and agency leadership through technical assistance and joint problem-solving to advance safe reduction.

Strategy	Strategy Description	Strategy Budget	Project	Description
Strengthen system capacity to address full spectrum of system of care  Outcome Decrease number of children in foster care	Support long term systemic goals that enable child serving systems to address the child welfare system reforms end to end.	\$0.00	Practice model reform - end-to-end  Detail  DCFS Practice Model Implementation Including CAPP Initiative Work - Connected to State Wide CAPP Work  Probation Practice Model Implementation	Support broad, end-to-end practice model reform efforts and promote national standards for child welfare practices. Implement a practice model that provides consistency in practice; clarifies employee roles and expectations, informs training, policy, and quality assurance, and shapes organizational design. Implement strategies to make caseloads and workloads more manageable.

Strategy	Strategy Description	Strategy Budget	Project	Description
Strengthen system capacity to prevent entries  Outcome Reduce entries and/or reentries	maltreatment cases capacity to through practices and prevent policies that prevent or divert most at-risk families and children by educating and targeting scarce resources, including community, and/or re-  maltreatment cases through practices and policies that prevent or edivert most at-risk families and children by educating and targeting scarce resources, including community, mental health and		Community-based, family-centered prevention  Detail  DCFS and Probation Community Based, Family-Centered Prevention Strategies	Promote, research, and support school- and community-based family-centered prevention programs and policies for families to receive the services they need to raise their children safely and successfully.
provide services that are responsive, adaptive, family centered and efficient in safely reducing entries.		Differential/Alternative Response  Detail  Hotline/Differential Response	Support and promote implementation of differential response (DR), Appropriate and/or Alternative response (AR), which allows Child Protection Services to respond differently to reports of child abuse and neglect, depending on the level of risk to the child.	

Strategy	Strategy Description	Strategy Budget	Project	Description
to permanency	Support long-term systemic goals that enable child welfare systems to provide services that are responsive, adaptive, family centered and efficient in safely increasing exits to permanency. Emphasize expedited planning by supporting concurrent permanency options and targeted exit programs. Provide resources, training and implementation practices including case reviews to directly promote permanency options for long staying youth.		Permanency planning for long-staying youth  Detail  California Partners for Permanency (CAPP)  Permanency Supports	Invest resources, including staff, to address permanency planning for long-staying youth (in care longer than 12 months). Engage in ongoing supervision and monitoring of permanency planning efforts.
Total	Total \$0.00			

# **Quarterly Reports.**

Quarterly reports shall be submitted to CFP according to the following schedule:

Reporting Period	Report Due
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15
October 1 – December 31	January 15

# CASEY FAMILY PROGRAMS AND COUNTY OF LOS ANGELES

# CHILD WELFARE INITIATIVE AGREEMENT AND SERVICES PLAN

#### **ATTACHMENT 2 - SERVICES PLAN**

**CFP DIRECT SERVICES.** CFP Direct Services utilize a multi-disciplinary team approach to provide case management with comprehensive, functional assessment and action planning focused on expediting legal and relational permanence and improving well-being. CFP Direct Services include: (a) Out-of-Home Permanency Services, (b) In-Home Prevention Services, (c) Young Adult Transition Services, and (d) Consultation Services.

#### A. OUT-OF-HOME PERMANENCY SERVICES: PERMANENCY-FOCUSED CASE MANAGEMENT

CFP's LA County Field Office maintains a discrete number of cases, providing Permanency-Focused Case Management to support the case planning of the public agency case manager in an effort to expedite permanency for youth primarily ages 11 to 18 (and siblings) under the custody of the public child welfare system. Although youth ages 11 to 18 and their siblings are the preferred target population, CFP may consider younger youth on a case by case basis.

- a. Case Management & Decision Making Authority.
  - CFP Case Management Responsibilities. CFP will provide Permanency-Focused
    Case Management agreed upon with the DCFS social worker that are in support of
    the DCFS case plan to advance and expedite the legal and relational permanency for
    youth in public child welfare foster care.
  - 2. DCFS Responsibilities. DCFS is responsible for providing primary case management: placement, placement supervision and monitoring the overall youth and family case plan.
- **b.** Eligibility. Youth must be 11 to 18 years old (and siblings), adjudicated as a dependent child by the Courts, and placed in the custody of the local DCFS child welfare agency in order to receive services. Although youth ages 11 to 18 and their siblings are the preferred target population, CFP may consider younger youth on a case by case basis. Youth must have a permanency goal of reunification, adoption or guardianship in order to receive services. If the county goal is APPLA or LTFC, permanency support services shall include efforts to change the court order to adoption, guardianship or reunification.
- **c. Referral.** DCFS will refer youth/families for CFP Permanency Support Services after determining the need for adjunct services to advance legal permanence. DCFS will make referrals by contacting the CFP Field Office Director or designee.
- d. Description of Permanency-Focused Case Management. When a youth/family is accepted to receive Permanency-Focused Case Management from CFP, the DCFS worker and assigned CFP worker will meet with the youth/family to identify services that will be provided by CFP and to clarify CFP's role in the DCFS case plan. Permanency-Focused Case Management

are provided using a multi-disciplinary team approach and must include provide case management with comprehensive, functional assessment and action planning focused on expediting legal and relational permanence and improving well-being.

e. Case Closure. CFP may close a youth/family to Permanency-Focused Case Management when CFP services are complete. The length of time needed to implement identified services may vary and change depending on youth/family needs, and services may be re-negotiated if permanency was not achieved as a result of CFP intervention. If the youth achieves legal permanence, the CFP Permanency-Focused Case Management case will be closed. If the youth and family need post-permanency supports, the family may receive CFP In-Home Prevention Services. The CFP social worker shall notify DCFS within 30 business days of case closure.

#### B. IN-HOME PREVENTION SERVICES

CFP's LA County Field Office maintains a discrete number of cases providing case management for families referred by the public child welfare system for voluntary services. The focus of these Services is: 1) to prevent entry into foster care; or 2) to ensure stability and prevent re-entry into foster care for reunified, adoptive, guardian and relative families.

- 1. Case Management & Decision Making Authority.
  - 1.1 CFP Case Management Responsibilities. CFP will provide voluntary case management services for families referred by DCFS and accepted by CFP for Prevention Services and for youth and families who have achieved legal permanence through CFP's Out-of-Home Services to ensure stability and prevent re-entry into foster care; families will receive case management services based on needs identified by functional assessment. CFP shall decide in its sole discretion whether or not to provide Family Services to any family.
  - **1.2 DCFS Responsibilities.** DCFS shall assist CFP in the provision of In-Home Prevention Services by providing referral information on the youth and family, history of their involvement with DCFS, and identifying current resources the family may be engaged with for assistance. Referral information should contain signed releases of information to allow CFP to gather needed information to serve the family effectively.
- 2. Eligibility. Families who meet the following criteria are eligible for CFP In-Home Prevention Services: (a) Families with youth primarily ages 11 to 18 years old and their siblings. Although youth ages 11 to 18 and their siblings are the preferred target population, CFP may consider younger youth on a case by case basis. (b) Caregivers referred by DCFS who are at risk of entering or re-entering the formal child welfare system; (c) There is an open DCFS case at time of original referral; (d) There is no open dependency with DCFS; and (e) DCFS and CFP believe the family will benefit from services and supports focused on promoting stability, and obtaining and/or maintaining legal permanence.
- 3. Referral. In-Home Prevention Services are voluntary and include case management for families living primarily within DCFS. DCFS will only refer eligible families to CFP for In-Home Prevention Services. CFP will provide case management to families referred by DCFS and accepted by CFP for In-Home Prevention Services. DCFS shall: (a) provide CFP with access to all files and other information in its possession regarding such referral, including but not limited to medical information; (b) use its best efforts to secure legal consents as necessary; and (c) inform CFP of all developments concerning the family. CFP will not accept any referrals for which DCFS has not provided necessary referral information.

- **4. Description of In-Home Prevention Services.** In-home Prevention Services are provided using a multi-disciplinary team approach and must include case management with comprehensive, functional assessment and action planning focused on expediting legal and relational permanence and improving well-being.
- 5. Case Closure. CFP may close a family to In-Home Prevention Services when CFP services are complete. The length of time needed to implement identified services may vary and change depending on youth/family needs, and services may be re-negotiated if both necessary and requested by the family. In its sole discretion, CFP may terminate its assistance to the family at any time following a review by the CFP Supervisor and/or Field Office Director. The family and the referring DCFS worker (if DCFS has an open case at time of closure) will receive written notification within 30 business days of case closure.

#### C. YOUNG ADULT TRANSITION SERVICES

CFP's LA County Field Office maintains a discrete number of cases, providing voluntary case management with comprehensive, functional assessment and action planning. CFP Young Adult Transition Services are provided to 18 to 26 year-old young adults who have aged out of foster care or who are voluntarily non-minor dependents, ensuring birth family and lifelong connections as well as strengthening life skill development, safety, and well-being as young adults. The purpose of these Services is to advance legal and relational permanence while promoting successful entry into adulthood.

- 1. CFP Case Management Responsibilities. CFP will provide voluntary case management services to young adults determined by CFP and DCFS to be eligible for Young Adult Transition Services.
- 2. DCFS Responsibilities. DCFS shall assist CFP in the provision of Young Adult Transition Services as follows: (a) dedicating staff to serve as a Transition Liaison; (b) referring all eligible young adults to Transition Services at age 17.5, or within 6 months of their dependency being dismissed; (c) expeditiously advising CFP of all eligible young adults; (d) expeditiously processing youth payment requests for Transition Services upon submission by CFP; and (e) actively working with CFP to cultivate interest and involvement of foster care alumni in Transition Services.
- **3.** Eligibility. Young adults who meet the following criteria are eligible to receive CFP's Young Adult Transition Services: (a) ages 18 26; (b) are alumni of foster care. Pregnant and parenting young adults are a priority population for CFP Transition services.

#### 4. Referral.

- **4.1 Referrals.** Young Adult Transition Services are voluntary and include case management services for young adults residing primarily in DCFS. Young adults may self-refer to receive Young Adult Transition services, may be referred by third parties, or may be referred by DCFS. DCFS shall only refer eligible young adults to receive Transition services and shall verify eligibility to CFP of all youth referred to receive Transition services by third parties or who self-refer.
- 4.2 CFP Discretion; Acceptance. CFP shall decide in its sole discretion whether or not to provide Young Adult Transition Services to any young adult, waive CFP eligibility requirements and/or the nature and terms under which to provide services. To facilitate its decision, for young adult referred by DCFS, DCFS shall: (a) provide CFP with access to all files and other information in its possession regarding such referral, including but not limited to medical information; (b) use its best efforts to secure legal consents as necessary; (c) inform CFP of all developments concerning the young adult, and (d) give CFP reasonable advance notice of all DCFS meetings and staff conferences in which significant decisions will be made concerning the young adult. CFP will not accept referrals of any young adult for whom DCFS has not provided necessary referral information.

- 5. Description of Young Adult Transition Services. Young Adult Transition Services are provided using a multi-disciplinary team approach and must include case management with comprehensive, functional assessment and action planning focused on expediting legal and relational permanence and improving well-being. Services may include, but are not limited to employment supports, permanency services, and education supports.
- **6. Case Closure.** CFP may close a young adult to Young Adult Transition Services when CFP services are complete. The length of time needed to implement identified services may vary and change depending on identified needs, and services may be re-negotiated if both necessary and requested by the young adult. In its sole discretion, CFP may terminate its assistance to the young adult at any time following a review by the CFP Supervisor and/or Field Office Director. The young adult and the referring DCFS worker (if DCFS has an open case at time of closure) will receive written notification within 30 business days of case closure.

#### D. CONSULTATION SERVICES

- 1. **Description.** CFP's LA County Field Office may engage in consultation services for the local public child welfare system and community partners that impact safe reduction: increase exits from care, reduce lengths of stay, and reduce entries into care. This may include participation/coordination of Permanency Roundtables, support through Supplemental Resources (flexible funding), or other supports that contribute to permanency and well-being.
- 2. Eligibility and Funding. Supplemental Resources can only be accessed when there has been direct CFP involvement with the youth/family and/or tribe that is requesting Supplemental Resources to remove the last permanency barrier. Examples of direct involvement include:
  - A Permanency Roundtable (PRT) in which a Casey staff was a participant
  - An Family Group Conference (FGC) in which a Casey staff was a participant
  - A tribal case staffing in which a Casey staff is a team member
  - Case consultation meeting in which a Casey staff is a team member

Supplemental Resources cannot be used for payment of legal fees without direct involvement with the youth/family and/or tribal partner.

3. Referral. Youth and families must be referred from DCFS in order to receive Supplemental Resources. CFP shall decide in its sole discretion whether or not to provide Supplemental Resources to any family.